Electronically Recorded

Tarrant County Texas

Official Public Records

4/19/2010 3:09 PM

D210089945

Degan Henlesse

PGS 11 \$56.00

The State of Texas

HROW Lease Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 110656)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and XTO Energy, Inc., whose address is 810 Houston Street, Ft. Worth, TX 76102 hereinafter called "Lessee".

1. Lessor, in consideration of Forty One Thousand Five Hundred Two 09/100 (\$41,502.09) receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of Tarrant State of Texas, and is described as follows:

17.292536 acres of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 17.292536 acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

- 2. <u>PRIMARY TERM:</u> This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **one year, from March 23, 2010** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.
 - 3. ROYALTIES: As royalty Lessee covenants and agrees:
- (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal 1/4 part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 1/4 part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;
- (b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee 1/4 of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 1/4 of such gas and casing head gas.

- (c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred
- (d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.
- (e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of \$ 25.00 per acre. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.
- (f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. <u>POOLING:</u> (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within

the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

- (b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.
- (c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.
- 5. <u>RELEASE</u>: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.
- 6. <u>REWORK:</u> If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.
- 7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.
- 8. <u>NOTICE</u>: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

- 9. FORCE MAJEURE: If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.
- 10. <u>LESSER ESTATE CLAUSE</u>: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.
- 11. <u>ASSIGNMENTS:</u> This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.
- 12. <u>WELL INFORMATION:</u> Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.
- 13. <u>SURFACE:</u> Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.
- 14. <u>COMPENSATORY ROYALTY:</u> Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well

causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to **double the shut-in royalty** and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas

under the seal of the General Land Office.

JERRY E PATTERSON

DMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: N

DC: eae

Exhibit A

Tract 1:-N. Main St., City of Fort Worth, Tarrant County, Texas

Beginning at the southwest corner of Lot 5R1, Block 85R of Fostepco Heights Addition, Plat Volume 388-188 Page 90, Plat Records, Tarrant County, Texas, being in the east ROW of N. Main St., thence in a northerly direction along the east ROW of N. Main St., 4275 ft. to the centerline of NE 38th St.

Thence: westerly 35 ft. to the centerline of N. Main St.

Thence: southerly along the centerline of N. Main St. 475 ft. to a point in the centerline of N. Main St. and the centerline of NW 38th St.

Thence: westerly along the centerline of NW 38th St., 35 ft. to the west ROW of N. Main St.

Thence: southerly along the west ROW of N. Main St., 3560 ft. to the centerline of NW 32nd St and still being in the west ROW of N. Main St.

Thence: in an easterly direction 35 ft. to the centerline on N. Main St.

Thence: in a southerly direction along the centerline of N. Main St. 240 ft. to a point being in the centerline of N. Main St., point being 35 ft westerly of the southwest corner of Lot 5R1, Block 85R of Fostepco Heights Addition.

Thence: easterly 35 ft. to the point of beginning, containing 7.1478 acres, more or less.

Tract 2:-N. Grove St., City of Fort Worth, Tarrant County, Texas

Beginning at a point in the centerline of NE 38th St and the west ROW of N. Grove St. **Thence:** southerly along the west ROW of N. Grove St. 3160 ft. to a point being in the west ROW of N. Grove St and the centerline of East Long Ave.

Thence: easterly 50 ft. along the centerline of East Long Ave to the east ROW of N. Grove St.

Thence: in a northerly direction along the east ROW of N. Grove St. 2525 ft. to a point in the east ROW of N. Grove St. and centerline of 37th St.

Thence: westerly 25 ft. to the center line of N. Grove St.

Thence: northerly along the centerline of N. Grove St., 650 ft. to a point in the centerline of N. Grove St and the centerline of NE 38th St.

Thence: westerly along the centerline of NE 38th St., 25 ft. to the point of beginning containing 3.64268 acres, more or less.

Save and except: The East ½ of N. Grove St adjacent to Lots 1 thru 8, Block 30 Fostepco Heights, Plat Volume 204A Page 126, Plat Records, Tarrant County, Texas containing 0.30898 acres, more or less.

Totaling: 3.3337 acres, more or less.

<u>Tract 3:-Tract 2A01 of William B. Tucker Survey, A-1516, N. Grove St., City of Fort Worth, Tarrant County, Texas</u>

A parcel of land out of the W.B. Tucker Survey, Abstract # 1516, also being part of Parcel 2 conveyed to Tandy Corp., according to Deed recorded in Volume 4630 Page 794, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

Beginning at the northeast corner of said Parcel 2, said point being in the northeast corner of Block 8, Fostepco Heights, an addition in the City of Fort Worth, according to the plat recorded in Volume 204-C, Page 126, Deed Records, Tarrant County, Texas;

Thence: Along the east line of said Parcel 2, and the east line of said Block 8, south 325.0 feet to a point in the proposed west line of Grove Street.

Thence: Along the said proposed west line, north 02 degrees 47 minutes 34 seconds west 205.24 ft. to a point, and north 100.0 feet to a point, and north 45 degrees 00 minutes west 28.28 ft. to a point in the north line of said Parcel 2 and Block 8.

Thence: North 30 ft. to the centerline of NE 38th Street.

Thence: East 30 ft. along the centerline of NE 38th Street to a point being where the western ROW of N. Grove Street intersects the centerline of NE 38th Street.

Thence: South 30 ft. along the western ROW of N. Grove St. to the point of beginning and containing 0.0763 acres, more or less.

<u>Tract 4:-Lot 5R2, Block 57, Fostepco Heights Addition, N. Grove St., City of Fort Worth, Tarrant County, Texas</u>

A parcel of land out of Lot 5-R, Block 57, Fostepco Heights, an addition in the City of Fort Worth according to plat recorded in Volume 388-108, Page 28, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

Beginning at the northeast corner of said Lot 5-R.

Thence: South, along the west line of said Lot 5-R, 300 feet to the southeast corner of said Lot 5-R.

Thence: West, along the south line of said Lot 5-R, 5 feet to a point in the proposed west line of N. Grove Street.

Thence: North, along the said west line, 300 feet to a point in the north line of said Lot 5-R.

Thence: East, along the north line of said Lot 5-R, 5 feet to the point of beginning and containing 0.0344 acres, more or less.

Tract 5:-South ½ of E. Long Avenue between N. Houston St. and N. Main St., City of Fort Worth, Tarrant County, Texas

Beginning at the intersecting point in the centerline of N. Houston Avenue and the centerline of W. Long Avenue.

Thence: In an easterly direction along the centerline of W. Long Avenue 685 ft to a point in the western ROW of N. Main Street.

Thence: In a southerly direction along the western ROW of N. Main Street 50 ft to the intersecting point in the western boundary line of the ROW of N. Main Street and the southern ROW of W. Long Avenue.

Thence: In a westerly direction along the southern ROW of W. Long Avenue 685 ft. to the intersecting point of the centerline of N. Houston Avenue and the southern ROW of W. Long Avenue.

Thence: In a northerly direction 50 ft. along the centerline of N. Houston Avenue to the point of beginning, containing 0.8785, more or less.

Tract 6:-North ½ of E. Long between N. Main St. and Chicago Rock Island Railroad, City of Fort Worth, Tarrant County, Texas

Beginning at the intersecting point in the eastern ROW boundary line of N. Main Street and the northern boundary line of E. Long Avenue.

Thence: In an easterly direction along the northern ROW of E. Long Avenue 410 ft. to the intersecting point of the eastern ROW of Chicago Rock Island Railroad.

Thence: In a southerly direction 30 ft. to the point in the centerline of E. Long Avenue. **Thence:** In a westerly direction 410 ft. along the centerline of E. Long Avenue to the intersecting point of the eastern ROW boundary line of N. Main Street and E. Long Avenue.

Thence: In a northerly direction 30 ft. along the eastern ROW boundary line of N. Main Street to the point of beginning, containing 1.4443 acres, more or less.

Tract 7:-North ½ of E. Long between Chicago Rock Island Railroad and N. Elm St., City of Forth Worth, Tarrant County, Texas

Beginning at the intersecting point of the northern ROW of E. Long Ave. and the eastern ROW of the Chicago Rock Island Railroad

Thence: In an easterly direction 1130 ft. along the northern ROW of E. Long Ave. to the intersecting point of the centerline of N. Elm St.

Thence: In a southerly direction 30 ft. along the centerline of N. Elm St. to the intersecting point of the centerline of E. Long Ave.

Thence: In a westerly direction 1130 ft. along the centerline of E. Long Ave. to the intersecting point of the eastern ROW of the Chicago Rock Island Railroad.

Thence: In a northerly direction 30 ft. along the eastern ROW of the Chicago Rock Island Railroad to the point of beginning, containing 1.4005 acres, more or less.

<u>Tract 8:-E. Long Ave. between N. Elm St. and an unnamed alley between Lots 11 & 13R, Block 52 Fostepco Heights Addition, City of Fort Worth, Tarrant County, Texas</u>

Beginning at the intersecting point of the centerline of N. Elm St. and the north boundary line E. Long Avenue.

Thence: In an easterly direction 500 ft. along the north ROW boundary line of E. Long Ave. to the intersecting point of E. Long Avenue and the centerline of an unnamed alley between lots 12 & 13 of Block 52 of Fostepco Heights Addition.

Thence: Southerly 100 feet to south ROW boundary line of E. Long Ave at the intersection of an unnamed alley between Lot 2 and Lot 23 Blk 64 Fostepco Heights.

Page 9 of 11

Thence: In a westerly direction 500 ft. following the southern ROW of E. Long Avenue to a point being the centerline of N. Elm Street.

Thence: In a northerly direction 100 ft. following the centerline of N. Elm Street to the point of beginning, containing 1.147842 acres, more or less.

Save and Except: The north ½ of E Long Ave adjacent to Lot 11 Blk 53 Fostepco Heights, containing 0.175606 acres, more or less.

Totaling: 0.972236 acres, more or less.

Tract 9:-South ½ of E. Long Ave. between an unnamed alley of Lots 2 & 23, Block 64 Fostepco Heights Addition and N. Hampton St., City of Fort Worth, Tarrant County, Texas

Beginning at the intersecting point of the centerline of the unnamed alley between Lots 2 and 23, Block 64, of Fostepco Heights Addition and the southern ROW boundary line of E. Long Avenue, the same being the southeast corner of Tract 7 above.

Thence: In an easterly direction 775 ft. along the southern ROW boundary line of E. Long Avenue to the centerline of N. Hampton St..

Thence: In a northerly direction along the centerline of N. Hampton St. 50 ft. to the centerline of E. Long Avenue.

Thence: In a westerly direction along the centerline of E. Long Avenue 775 ft. to a point being in the centerline of E. Long Avenue, being the east boundary line of Tract 7 above. **Thence:** In a southerly direction along the east boundary line of Tract 7 above, 50 ft. to the point of beginning, being the southeast corner of Tract 7 above, containing 0.9007 acres, more or less.

<u>Tract 10:-Varied widths of E. Long Ave., City of Fort Worth, Tarrant County, Texas</u>

Beginning at the intersecting point of the centerline of N. Hampton St. and the southern ROW boundary line of E. Long Ave, the same being the southeast corner of Tract 8, above.

Thence: In an easterly direction 1080 ft. along the southern ROW boundary line of E. Long Avenue to a point being adjacent to the northeast corner of Lot 17R, Block 1 of Rondell Addition, Plat Volume 388-57 Page 693, Plat Records, Tarrant County, Texas. **Thence:** In a northerly direction 50 ft. to the centerline of E. Long Ave.

Thence: In a westerly direction 110 ft. along the centerline of E. Long Ave. to a point being the intersecting centerlines of E. Long Avenue and Dixie St.

Thence: In a northerly direction 50 ft. along the centerline of Dixie St. to a point being the northern boundary line of E. Long Ave.

Thence: In a westerly direction 100 ft. along the northern ROW of E. Long Avenue to a point being the western ROW of Decatur Avenue

Thence: In a southerly direction 50 ft. along the western ROW of Decatur Avenue to the centerline of E. Long Avenue.

Page 10 of 11

Thence: In a westerly direction 330 ft. along the centerline of E. Long Avenue to the centerline of N. Hampton St.

Thence: In a southerly direction 50 ft. along the centerline of N. Hampton St. to the point of beginning, being the southeast corner of Tract 8, above containing 1.9454 acres, more or less.

Save and except: The north ½ of E. Long Ave. adjacent to Lot 23R, Block 1 Rondell Addition, containing 0.5044 acres, more or less.

Save and except: The south ½ of E. Long Ave. adjacent to Lot 17R, Block 1 of Rondell Addition, containing 0.3369 acres, more or less.

Totaling: 1.1041 acres, more or less.

